



SEABOARD SYSTEM RAILROAD

500 Water Street • Jacksonville, Florida 32202 • (904) 359-3100

March 28, 1984

Law Department
Writer's direct telephone line:
359-3674

F&A 102465

The Honorable James H. Bayne
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 11906-C FILED 1425

APR 3 1984 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

No. 4-09440060

Date APR 3 1984

Fee \$ 50.00

ICC Washington, D.C.

Dear Mr. Bayne:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. §11303, counterparts Nos. 1 through 4 of a Supplemental Agreement dated as of March 15, 1982, to Clinchfield Railroad Equipment Trust Series J dated as of June 2, 1980, filed with your Commission on June 12, 1980, and assigned Recordation No. 11906. Counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the Supplemental Agreement.

- (a) Trustee and Lessor -
Mercantile-Safe Deposit and Trust
Company, Post Office Box 2258,
Baltimore, Maryland 21203.
- (b) Lessee and Guarantor - Seaboard
System Railroad, Inc., 500 Water
Street, Jacksonville, Florida 32202.

2. Description of equipment covered by Supplemental Agreement.

Identifying Marks

CLINCHFIELD RAILROAD EQUIPMENT TRUST,
SERIES J - MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, BALTIMORE, MARYLAND, OWNER, LESSOR

The Honorable James H. Bayne
March 28, 1984
Page 2

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Designation</u>	<u>No.</u>	<u>LN Road Numbers</u>
Hopper Cars	Chipwood	HTS	26	30716-30718 30720-30723 30725-30726 30729-30731 30733-30734 30737-30739 30744 30748-30749 30751-30752 30754-30756 30758

3. Counterparts Nos. 2 through 4 of the above-mentioned documents should be returned to the undersigned at 500 Water Street, Jacksonville, Florida 32202.

I am enclosing this Company's check covering the recordation fee for the above mentioned documents.

Yours very truly,



Edward C. Tannen
Assistant General Solicitor

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

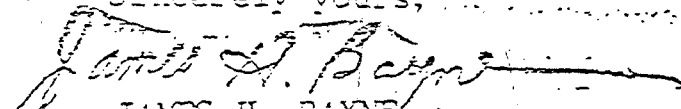
4/3/84

Edward C. Tannen
Seaboard System Railroad
500 Water Street
Jacksonville, Fl. 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/3/84 at 9:15am and assigned re-recording number(s) 11906-C

Sincerely yours,


JAMES H. BAYNE
Secretary

Enclosure(s)

SE-30
(7/79)

APR 3 1984 -9 15 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of April 1, 1984, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation of Maryland (hereinafter called the Trustee), and SEABOARD SYSTEM RAILROAD, INC., a corporation of Virginia (hereinafter sometimes called the Company), successor company to Seaboard Coast Line Railroad Company and Louisville and Nashville Railroad Company, supplementing, modifying and amending that certain Agreement (hereinafter called the Agreement), dated as of June 2, 1980, between Trustee and Company;

W I T N E S S E T H:

THAT WHEREAS, the Agreement created the Clinchfield Railroad Equipment Trust, Series J, under which the equipment described in Article III of the Agreement was sold, assigned, transferred and set over by the Company to the Trustee and leased by the Trustee to the Company; and

WHEREAS, the said Article III provides for other equipment procured for the transportation services of the Company to be purchased or constructed for the Company and transferred to the Trustee in addition to or in substitution for any of the equipment specifically described therein, such other equipment to be included as part of the trust equipment and subject to all the terms and conditions of the Agreement pursuant to Article IV thereof; and

WHEREAS, it has been deemed desirable to procure and include in the Trust other equipment which has been assigned by the Company to the Trustee for inclusion under the Trust; and

WHEREAS, the Company has been duly authorized by resolutions adopted by its Board of Directors to execute and carry out this Supplemental Agreement;

NOW, THEREFORE, in consideration of the covenants herein and the further sum of One Dollars (\$1.00) to it paid by the Company, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, the Trustee has let and leased and does hereby let and lease to the Company for the term of fifteen (15) years from and after June 2, 1980 the following described other equipment constituting a part of the Trust Equipment of Clinchfield Railroad Equipment Trust, Series J, to-wit:

Twenty-six (26) HTS Chipwood hoppers bearing road numbers

LN 30716-30718	30733-30734	30754-30756
30720-30723	30737-30739	30758
30725-30726	30744	
30729-30731	30748-30749	
	30751-30752	

The Company hereby certifies to the Trustee that the estimated total cost of the above-described other equipment is not less than One Hundred Forty-Two Thousand One Hundred Thirty Dollars (\$142,130.00), that such equipment is standard gauge railroad equipment (other than passenger or work equipment), that the class, type, material and construction of equipment is to be purchased by the Trustee free from any liens.

As and when the above-described other equipment shall be transferred, sold, assigned, or set over and delivered to the Trustee under the Agreement and marked in accordance with the provisions of said Article IV, the same shall be delivered to the Company and shall, upon such delivery to the Company, ipso facto, and without further instrument of lease or transfer, pass under and become subject to all the terms and provisions of the Agreement and be deemed a portion of the Trust Equipment leased to the Company under the Agreement as provided in said Article IV.

In order to facilitate the filing and recording of this Supplemental Agreement in accordance with Article VI of the Agreement, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting in accordance with the terms and conditions of the Agreement, have caused these presents to be duly executed as of the day and year first above written.

Attest:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, Trustee


Authorized Officer

By: 
Vice President

Attest:

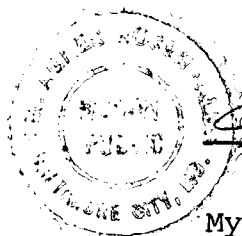
SEABOARD SYSTEM RAILROAD, INC.


Assistant Secretary

By: 
Vice President-Treasurer

STATE OF MARYLAND)
)
CITY OF BALTIMORE) ss.

On this 26th day of March, 1984, before me personally appeared R. E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is ~~Assistant~~ Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



M. Anne Rosendau
Notary Public

My Commission Expires: 7/1/86

STATE OF FLORIDA)
)
COUNTY OF DUVAL) ss.

On this 23rd day of March, 1984, before me personally appeared H. L. SNYDER, to me personally known, who being by me duly sworn, says that he is Vice President-Treasurer of Seaboard System Railroad, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sylvia J. Rosse
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES FEB 9, 1985
BONDED THROUGH MUROSKI-ASHTON, INC